

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

In re: Robert Reeves Wilson : Case No. 16-53086  
Debra Sue Wilson : Chapter 13  
: Judge John E. Hoffman, Jr.

Debtor(s)

**CHAPTER 13 PLAN**

**NOTE:** The term “Debtor” as used throughout this Plan shall reference either a single debtor or joint debtors. The term “Plan” shall refer to the plan filed in this case, as it may be amended, using the mandatory form plan adopted in this Division. All references to section (§) numbers are to sections of the United States Bankruptcy Code, 11 U.S.C. section § 101, et seq. The term “BR” shall refer to the Federal Rules of Bankruptcy Procedure. The term “LBR” shall refer to the Local Bankruptcy Rules of the Southern District of Ohio.

☒ Amended Plan

All pre-confirmation amendments to an original Mandatory Form Plan shall be accomplished by filing a complete Plan with the changes highlighted or reflected in bold or italic typeface.

☒ Above Median Income  
☐ Below Median Income

Insolvent unless otherwise  
marked below:  
☐ Solvent Estate

Dividend to unsecured creditors:  
20.00 %

Debtor claims to be eligible for discharge under § 1328(f) unless otherwise marked below:

- ☐ Debtor is not eligible for discharge under § 1328(f)  
☐ Joint Debtor is not eligible for discharge under § 1328(f)

Debtor

(1) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on May 10, 2016

**OR**

(2) converted this case to a case under Chapter 13 on \_\_\_\_\_ (“Petition Date”).

**A. PAYMENTS**

**A(1). Plan Payments.**

The future earnings of Debtor are submitted to the supervision and control of the Trustee. Debtor shall pay the Trustee the sum of \$ 3,050.00 per month (enter all step-payments), for a period not to exceed sixty months. Debtor shall commence payments within thirty days of the Petition Date, and distributions shall begin upon confirmation pursuant to § 1326(a). The effective date of the Plan shall be the date of entry of an order confirming the Plan.

From the payments so received, the Trustee shall make disbursements, subject to the Trustee's fee. The disbursement schedule is dependent upon receipt of regular monthly Plan payments. Any increases to monthly mortgage or escrow payments without corresponding changes to the Plan payment may impact the disbursement schedule. The Trustee has the discretion to calculate the amount and timing of distributions as is administratively efficient.

**A(2). Pre-Confirmation Adequate Protection Payments/Lease Payments.**

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee, subject to his full fees, to the creditors listed below. Except as provided by § 501(c), secured creditors must file a proof of claim to receive payment. Unless otherwise ordered by the Court, these payments will be retained by the Trustee until confirmation and distributed after confirmation. If the case is dismissed or converted prior to confirmation, the Trustee will distribute the retained payments, pro rata, based on the adequate protection payment amounts.

Creditor	Property Description	Monthly Adequate Protection Payment

**A(3). Administrative Expenses, Attorney Fees, and § 1326 (b) Priority Payments.**

Administrative expenses, unitemized attorney fees, itemized attorney fees under LBR 2016-1(b)(2)(B), and priority payments as required by § 1326(b) shall be paid concurrently with Class 2 claims. The total unitemized attorney fee for services (not to exceed the amount set forth in LBR 2016-1(b)(2)(A)), or the estimated itemized fee under LBR 2016-1(b)(2)(B) is \$ 3,500.00 .

Debtor's attorney received \$ 1,000.00 prior to the Petition Date. The Trustee shall disburse a minimum monthly amount of \$ 1,500.00 to Debtor's attorney until the balance of \$ 2,500.00 is paid in full. Fees for independent appraisals of real estate and utility deposits will be paid as administrative expenses pursuant to § 503 upon the timely filing of a proof of claim. The Trustee may pay in one lump sum any administrative claim that is less than \$500.00.

**B. CLASS 1—CLAIMS SECURED BY REAL PROPERTY**

Except as set forth in section B(3), all secured creditors secured only by a security interest in real property shall retain their liens until the later of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law.

**B(1). Mortgage Payments Outside the Plan.**

Regular monthly payments on the following mortgage claims will be paid directly by Debtor, if direct payments are permitted by LBR 3015-1(d)(1):

Creditor	Property Address

**B(2). Conduit Mortgage Payments.**

Regular mortgage payments on the following mortgage claims will be paid on a conduit basis by the Trustee, subject to his full fees, beginning with the first calendar month after the Petition Date, if conduit payments are required by LBR 3015-1(d)(1) or proposed by Debtor. Confirmation of the Plan shall impose an affirmative duty and legal obligation on the holders and/or servicers of mortgage claims to do all of the following, unless the case is dismissed or converted:

(a) Apply the post-petition conduit mortgage payments as post-petition monthly payments of principal and interest on the mortgage note, and, if applicable, as post-petition monthly payments of escrowed items such as insurance and/or real estate taxes. If such payments are placed into a suspense, forbearance or similar account, they will be deemed to have been applied pursuant to this subsection.

(b) Apply the payments received from the Trustee for payment on the arrearage, if any, only to such arrearage. The arrearage shall be deemed paid in full upon the entry of the discharge order in this case, unless otherwise ordered by the Court

(c) Deem the pre-petition arrearage contractually current upon confirmation of the Plan so as to preclude the imposition of late payment charges or other default-related fees and services.

(d) File and serve a Notice of Mortgage Payment Change on Official Form 10S1, within the deadline and in compliance with the service requirements set forth in BR 3002.1(b), to reflect any changes in the monthly mortgage payments or escrow amounts that occur during the term of the Plan. Upon the filing of a Notice of Mortgage Payment Change, the Plan shall be deemed modified to permit the Trustee to disburse the amended payment amount.

Creditor	Property Address	Monthly Conduit Mortgage Payment
Select Portfolio Servicing, Inc.	107 Riverview Drive, Newark, Ohio	\$1,225.00

**B(3). Liens and/or Mortgages to be Paid as Unsecured Claims.**

The following claims secured by a lien and/or mortgage will be paid as unsecured claims concurrent with Class 5 general unsecured claims. Debtor shall file a separate motion or adversary proceeding to determine: (i) whether the property listed below vests free and clear of the lien(s) and/or mortgage(s) pursuant to § 1327 or (ii) whether the lien(s) and/or mortgage(s) listed below may be avoided pursuant to other applicable provisions of the Bankruptcy Code. Notwithstanding § 1327(a), confirmation of the Plan shall not be dispositive of: (i) the valuation of the collateral or (ii) the secured status of the claims. Debtor has standing and authority to file the motion or adversary proceeding; to the extent that the Trustee has standing to bring such action, standing is hereby assigned to Debtor.

Creditor	Property Address	
Ohio Department of Taxation 2015 JD 174237	107 Riverview Drive, Newark, Ohio	
Ohio Department of Taxation 2015 JD 174240	107 Riverview Drive, Newark, Ohio	
Ohio Department of Taxation 2015 JD 174241	107 Riverview Drive, Newark, Ohio	
Beneficial Financial I Inc.	107 Riverview Drive, Newark, Ohio	

**B(4). Liens and/or Mortgages Which May Be Modified.**

Liens and/or mortgage claims listed in this subsection consist of any claims secured by real property *that is not the Debtor's principal residence* or secured by other assets in addition to the residence. To the extent the claim of the lien holder and/or the mortgage claim holder is in excess of the value of the estate's interest in the collateral, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the real property shall be valued for purposes of § 506 as set forth by Debtor below.

Creditor	Property Address	Value of Collateral	Interest Rate	Minimum Monthly Payment	

**B(5). Real Property to be Surrendered.**

(a) Debtor will surrender the following real property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim.

Creditor	Property Address

(b) The Trustee shall not pay any claims secured by this real property until a timely filed secured proof of claim is amended to set forth the unsecured deficiency balance after disposition of the real property. Such amendments shall be filed no later than 365 days after confirmation of the Plan; amendments filed after that date shall be deemed disallowed and subject to discharge under § 1328 unless otherwise ordered by the Court. The Trustee will make no distributions in respect of mortgage payments, mortgage arrearages, or real estate taxes on surrendered real property, unless otherwise provided in the Plan or by order of the Court.

(c) Upon confirmation of the Plan, the automatic stay of § 362 shall be deemed modified to allow *in rem disposition* of the real property as necessary to effect the surrender.

NOTE: If, at any time after confirmation, sufficient funds are not available to make a full monthly payment on all Class 1 claims, at the Trustee's discretion, the available funds will be distributed pro rata on Class 1 claims. Any post-petition mortgage arrearages will be paid prior to payment of Class 2 claims.

**C. CLASS 2—CLAIMS SECURED BY PERSONAL PROPERTY; UNEXPIRED LEASES**

**C(1). Lien Retention and Interest.**

All secured creditors secured only by a security interest in personal property shall retain their liens until the earlier of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law. Unless otherwise stipulated or provided for below, secured creditors shall be paid interest at the rate of 4.00 %.

**C(2). To Be Paid in Full (i.e., § 506 Does Not Apply).**

The Trustee shall pay the following claims in full:

Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment

**C(3). Claims to Which § 506 Applies.**

Claims listed in this subsection consist of any claims secured by personal property not described above. To the extent a secured creditor's claim is in excess of the collateral value, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the personal property shall be valued for purposes of § 506 at the lower of the creditor's valuation set forth on its proof of claim or the valuation set forth by Debtor below:

Creditor	Property Description	Purchase Date	Value of Collateral	Interest Rate	Minimum Monthly Payment

**C(4). Personal Property to be Surrendered**

Debtor will surrender the following property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description

**C(5). Executory Contracts and Vehicle Leases.**

(a) Debtor rejects the following executory contract(s) and/or vehicle lease(s) and any resulting claim shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description

(b) Debtor assumes the executory contract(s) and/or vehicle lease(s) listed below. The Trustee shall pay vehicle lease payments unless otherwise ordered by the Court. Debtor shall pay all other lease or executory contract payments unless otherwise specified below. All payments under this section will begin the first calendar month following the Petition Date.

Creditor	Property Description	Termination Date	Monthly Payment Amount To be Paid Directly by Debtor	Monthly Payment Amount To be Paid by Trustee

**NOTE:** If at any time after confirmation sufficient funds are not available to make a full monthly payment on all Class 2 claims, at the Trustee's discretion, the available funds will be paid pro rata on Class 2 claims and administrative expense claims.

**D. CLASS 3—PRIORITY CLAIMS AND DOMESTIC SUPPORT OBLIGATIONS****D(1). Priority Claims.**

Class 3 claims will be paid pro rata and concurrently with Class 4 claims. All allowed claims entitled to priority under § 507(a) shall be paid in full unless: (i) otherwise provided for in § 1322(a), or (ii) the holder of a particular claim agrees to a different treatment of its claim. Any and all pre-petition penalties, and post-petition penalties and interest, that have accrued or will accrue on any such claims shall be treated as Class 5 general unsecured claims and shall not be entitled to priority.

**D(2). Domestic Support Obligations.**

(a) Domestic support obligations (DSOs) are defined in § 101(14A). Debtor shall pay all post-petition DSOs directly to the DSO creditor and not through the Trustee. Upon completion of the Plan, Debtor shall certify to the Court that all payments on post-petition DSOs have been made. If Debtor becomes subject to a DSO during the term of the Plan, Debtor shall file with the Court and serve on the Trustee a notice reflecting the nature of the DSO, and the name and address of the DSO creditor.

Pre-petition arrearages on DSOs shall be paid as follows:

<b>Name of DSO Creditor</b>	<b>Name &amp; Address of CSEA</b>	<b>Estimated Arrearage Amount, if any, to be Paid Directly by Debtor</b>	<b>Estimated Arrearage Amount, if any, to be Paid by Trustee</b>

(b) Name of governmental unit to which a DSO has been assigned, or is owed, or is recoverable by, and the estimated amount of the DSO:

<b>Creditor</b>	<b>Governmental Unit</b>	<b>Estimated DSO Amount</b>	<b>To be Paid Directly by Debtor</b>	<b>To be Paid by Trustee</b>

**E. CLASS 4—SECURED CLAIMS NOT OTHERWISE DESIGNATED**

**E(1). Payment of Class 4 Claims.**

Class 4 claims including itemized post-confirmation attorney fees per LBR 2016-1(c), pre-petition mortgage arrearages, pre-petition and post-petition lease arrearages, real estate taxes and other secured claims not otherwise designated shall be paid pro rata, concurrently and in full with Class 3 claims.

**NOTE:** No interest shall be paid on any pre-petition mortgage arrearages as part of the cure of the default if the mortgage was executed after October 22, 1994.

**E(2). Pre-Petition Arrearages on Real Estate Mortgage(s).**

The Trustee shall distribute payments to cure the following pre-petition mortgage arrearages:

Creditor	Property Address	Estimated Arrearage Amount
Select Portfolio Servicing Inc.	107 Riverview Drive, Newark, OH	\$15,000.00

**E(3). Arrearages on Assumed Leases and Executory Contracts.**

The Trustee shall distribute payments to cure the following arrearages on assumed leases and/or executory contracts:

Creditor	Property Address/Description	Estimated Arrearage Amount

**F. CLASS 5—GENERAL UNSECURED CLAIMS**

**F(1). Unsecured Dividend.**

After payment of allowed claims in Classes 1, 2, 3 and 4, allowed general unsecured claims shall be paid a dividend as provided on page one of the Plan.

Notwithstanding the expiration of the claims bar date, the Trustee is authorized to modify the Plan post-confirmation to ensure that plan length meets the "applicable commitment period" provided by § 1325(b) by filing a motion with the Court.

**F(2). Solvency.**

If this is a solvent estate, all general unsecured claims shall be paid in full with interest at 3.00 %, unless otherwise provided.



**G. MISCELLANEOUS PROVISIONS**

**G(1). Co-Debtor Claims not Otherwise Provided for in the Plan.**

(a) The following co-debtor claims will be paid in full by the Trustee concurrently with Class 4 claims to protect the co-debtor:

Creditor	To be Paid in Full with Interest at Rate Specified Below	Minimum Monthly Payment, if Applicable

(b) The following co-debtor claims will be paid as follows:

Creditor	To be Paid by Co-Debtor Outside the Plan	To be Paid Same Dividend as General Unsecured Claims

**G(2). Sale of Property.**

Debtor proposes to sell the real or personal property described below following Trustee and/or Court approval as required by LBR 6004-1(c)–(d). Debtor shall commit the net proceeds as follows:

Property Address/Description	Date by Which Sale Shall be Completed	Estimated Net Proceeds	Disposition of Net Proceeds

**G(3). Tax Returns.**

All required tax returns have been filed except as provided below:

Tax Agency	Type of Tax	Tax Period	Date Return will be Filed

**G(4). Vesting.**

Unless marked below, confirmation of the Plan vests all property of the estate in Debtor free and clear of any claim or interest of any creditor provided for by the Plan pursuant to § 1327(b) and (c).

- ☒ Property of the estate shall not vest in Debtor upon confirmation but shall remain property of the estate until the case is dismissed, converted, or a discharge is issued, whichever occurs first.

**G(5). Other Events.**

If any of the following occurs, Debtor shall fully and timely disclose the event to the Trustee and shall file any appropriate notice, application and/or motion with the Trustee and/or Court:

- Any change in marital status or child/spousal support payments;
- Any change in employment;
- Any change of address; and/or
- Any financial recovery to which Debtor becomes entitled for any reason, including without limitation, any personal injury claim, employment claim, workers' compensation claim, unemployment claim, inheritance, life insurance benefits, lottery proceeds or property settlement.

**G(6). Insurance Information.**

As of the Petition Date, Debtor's property is insured as follows:

Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent and Contact Information	
6641 Charles Road, Westerville, Ohio 43082-9029	American Modern Select Insurance Company	0850048008315	Full Coverage	Ivantage Select Insurance Agency P.O. Box 5323 Cincinnati, Ohio 45201	
107 Riverview Drive, Newark, Ohio	The Cincinnati Insurance Companies	H02 0159417	Full Coverage	David DeRoberts (614) 825-0770	
2011 Ford Escape	The Cincinnati Insurance Companies	A02 0159417	Full Coverage	David DeRoberts (614) 825-0770	

**G(7). Casualty Loss Insurance Proceeds (Substitution of Collateral).**

If a motor vehicle is substantially damaged while subject to an unpaid secured claim, Debtor shall have the option, upon the filing of an appropriate motion, of using the proceeds of any insurance payable due to loss of the vehicle to: (i) repair the vehicle, (ii) pay off the balance of the secured claim if the secured creditor is a named loss payee on the policy, or (iii) substitute the collateral by purchasing a replacement vehicle. If Debtor purchases a replacement vehicle, the vehicle shall have a value not less than the balance of the unpaid secured claim, the lien of the creditor shall be transferred to the replacement vehicle, and the Trustee will continue to pay the allowed secured claim. Debtor may not purchase a replacement vehicle without Trustee and/or Court approval as required by LBR 4001-3(b)–(d).

**G(8). Post-Petition Debt.**

Debtor shall not incur any non-emergency consumer debt in excess of \$1,000 without Trustee and/or Court approval. LBR 4001-3(b)–(d).

**H. SPECIAL PROVISIONS**

The Special Provisions listed below, if any, are restricted to those items applicable to Debtor's particular circumstances.

**NOTE:** Special Provisions shall **NOT** contain a restatement of provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Bankruptcy Rules, nor shall this section contain boilerplate language regarding the treatment of mortgages, mortgage arrearages, proofs of claim, consumer protection provisions or the like. *See* General Order No. 7.

Special Provisions:		
1.	Debtor may elect to sell the real estate or personal property included herein during the pendency of the Plan, upon proper application and approval by the Court.	
2.	Debtor shall make plan payments in the amount set forth in this Plan for no less than the applicable commitment period, but not to exceed 60 months. The dividend to be paid to unsecured creditors shall be no less than the dividend set forth on page one of the plan.	
3.	Student Loans - any student loan creditor shall be permanently enjoined from charging late fees, collection fees, or any other penalties based solely upon its pro rata Chapter 13 Plan distributions being less than the minimum monthly payments it would otherwise be contractually entitled to during the life of the plan.	

The undersigned hereby certify(ies) that the Plan does not contain any alterations to the text of the Mandatory Form Plan, except as authorized by order of the Court.

Case Attorney:	
/s/ Crystal I. Zellar (#0038785)	
/s/ Shelley E. Hibburt (#0091736)	
/s/ Zellar & Zellar, Attorneys at Law, Inc.	
/s/ 720 Market Street	

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

/s/ Zanesville, Ohio 43701	
/s/ Telephone: (740) 452-8439	
/s/ Facsimile: (740) 450-8499	
/s/ email: mail@ZellarLaw.com	

Dated: June 27, 2016

<b>Debtor</b>	
/s/ Robert Reeves Wilson	

Dated: June 27, 2016

<b>Joint Debtor</b>	
/s/ Debra Sue Wilson	

Dated: June 27, 2016

**NOTICE AND CERTIFICATE OF SERVICE**

I hereby certify that on **June 28, 2016**, a copy of the foregoing **First Amended Chapter 13 Plan** was served on the following registered ECF participants, **electronically** through the court's ECF System at the email address registered with the court:

US Trustee  
Chapter 13 Trustee

LeAnn E. Covey, Esq.

Brian M. Gianangeli, Esq.

and on the following by **ordinary U.S. Mail** addressed to:

Robert and Debra Wilson  
107 Riverview Dr  
Newark OH 43055

Comenity Bank/Capital Bank  
Bankruptcy Department  
PO Box 182120  
Columbus OH 43218-2120

Lerner Sampson & Rothfuss  
120 East Fourth Street  
PO Box 5480  
Cincinnati OH 45201-5480

Accelerated Revenue Inc  
4016 North Hampton Dr  
Powell OH 43065-8431

Ditechcom  
GMAC Mortgage  
Attn: Customer Care  
PO Box 205  
Waterloo IA 50704-0205

Licking Memorial Hospital  
1320 West Main Street  
Newark OH 43055-3699

Advance America  
1259 Log Pond Dr  
Newark OH 43055-3093

Elder Beerman  
Capital One  
PO Box 182789  
Columbus OH 43218-2789

National Enterprise System  
29125 Solon Road  
Solon OH 44139-3442

Allied Collection Services  
PO Box 1799  
Holland MI 49422-1799

National Payday Loan  
signmyloannet  
510 Boxwood Boulevard  
Wilmington DE 19804

Beneficial Financial I Inc  
c/o CT Corporation Systems Inc  
Statutory Agent  
1300 East 9th Street Ste 1010  
Cleveland OH 44114-1506

Elder Beerman  
Capital One  
PO Box 30253  
Salt Lake City UT 84130-0253

National Payday Loan  
signmyloannet  
PO Box 7221  
Thorndale PA 19372

CU Recovery Inc  
26263 Forest Blvd  
Wyoming MN 55092-8033

Fingerhut  
Customer Service  
PO Box 1250  
Saint Cloud MN 56395-1250

Navient - Dept of Education  
Loan Service Correspondence  
PO Box 9500  
Wilkes Barre PA 18773-9500

Capital One  
Customer Center  
PO Box 30256  
Salt Lake City UT 84130-0256

HSBC Card Services  
Customer Service  
PO Box 5253  
Carol Stream IL 60197-5253

Navient Solutions Inc  
on behalf of USAF  
Attn: Bankruptcy Litigation  
Unit E3149  
PO Box 9430  
Wilkes-Barre PA 18773-9430

Capital One Bank USA NA  
PO Box 71083  
Charlotte NC 282721083

Integrity Advance  
300 Creek View Road Suite 102  
Newark DE 19711-8547

CashNet USA  
200 W Jackson Blvd #2400  
Chicago IL 60606-6941

Integrity Financial Partners Inc  
4370 W 109th St #100  
Overland Park KS 66211-1316

Ohio Department of Taxation  
Attn: Bankruptcy Division  
PO Box 530  
Columbus OH 43216-0530

Cashland  
17 Triangle Park  
Cincinnati OH 45246-3411

Internal Revenue Service  
PO Box 7346  
Philadelphia PA 19101-7346

Ohio Department of Taxation  
c/o Attorney General of Ohio  
Collections Enforcement Section  
150 East Gay Street 21st Fl  
Columbus OH 43215-3191

OneMain Financial  
Bankruptcy Dept  
PO Box 499  
Hanover MD 21076-0499

OneMain Financial  
Bankruptcy Dept  
PO Box 6042  
Sioux Falls SD 57117-6042

PNC Bank  
Customer Service  
PO Box 3429  
Pittsburgh PA 15230-3429

PNC Bank  
PO Box 3180  
Pittsburgh PA 15230-3180

Payday One  
PO Box 101808  
Fort Worth TX 76185-1808

Plain Green Loans  
93 Mack Road Suite 600  
Box Elder MT 59521

Quantum3 Group LLC  
as agent for MOMA Funding LLC  
PO Box 788  
Kirkland WA 98083-0788

Quantum3 Group LLC  
as agent for Sadino Funding LLC  
PO Box 788  
Kirkland WA 98083-0788

Riverside Methodist Hospital  
3535 Olentangy River Road  
Columbus OH 43214-3998

Speedway LLC  
PO Box 1590  
Springfield OH 45501-1590

Sallie Mae Servicing  
PO Box 9500  
Wilkes Barre PA 18773-9500

Select Portfolio Servicing Inc  
on behalf of Beneficial Financial  
Ohio  
Attn: Bankruptcy Dept  
PO Box 65250  
Salt Lake City UT 84165-0250

Speedway/SuperAmerica  
PO Box 740587  
Cincinnati OH 45274-0587

Sprint  
Customer Service  
PO Box 8077  
London KY 40742-8077

State Farm Federal Credit Union  
1440 Granville Road  
Newark OH 43055-1538

Tri County Radiologists Inc  
PO Box 948  
Newark OH 43058-0948

US Attorney General  
Main Justice Building Room 5111  
10th & Constitution Avenue NW  
Washington DC 20530-0001

United States Attorney Office  
United States District Court  
303 Marconi Blvd Ste 200  
Columbus OH 43215-2326

WFNNB/Woman  
Attention: Bankruptcy  
PO Box 182685  
Columbus OH 43218-2685

Williams & Williams  
1612 NE Expressway  
Atlanta GA 30329-2003

*as and for NOTICE* that the attached request for relief would be filed. The undersigned will present to the Court a proposed order granting the relief sought, unless, within twenty-one (21) days after this date, a written memorandum in opposition along with a request for hearing is filed with the Court and served on the undersigned.

/s/ Crystal I. Zellar

Crystal I. Zellar (#0038785)

Shelley E. Hibburt (#0091736)

**Zellar & Zellar, Attorneys at Law, Inc.**

Counsel for Debtors

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: :  
**Robert Reeves Wilson,**  
**Debra Sue Wilson,** : Case No. 16-53086  
 : Chapter 13  
Debtors. : Judge Hoffman

**NOTICE OF FILING OF FIRST AMENDED CHAPTER 13 PLAN**

The Debtors have filed papers with the Court to amend the proposed Chapter 13 Plan.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the relief sought in the motion/objection, then on or before **twenty-one (21) days from the date set forth in the certificate of service for the motion/objection**, you must file with the court a response explaining your position by mailing your response by regular U.S. Mail to: US Bankruptcy Court, Clerk's Office, 170 North High Street, Columbus, Ohio 43215, OR, your attorney must file a response using the court's ECF System.

The court must **receive** your response on or before the date above.

You must also send a copy of your response either by 1) the court's ECF System or by 2) regular U.S. Mail to:

US Trustee - ustpreion09.cb.ecf@usdoj.gov  
Chapter 13 Trustee - notices@ch13columbus.com  
Crystal I. Zellar, Esq. & Shelley E. Hibburt, Esq. - mail@zellarlaw.com  
Robert and Debra Wilson, 107 Riverview Dr, Newark OH 43055

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion/objection and may enter an order granting that relief.

Date: June 28, 2016

/s/ Crystal I. Zellar  
\_\_\_\_\_  
Crystal I. Zellar (#0038785)  
Shelley E. Hibburt (#0091736)  
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Zanesville, Ohio 43701  
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Facsimile: (740) 450-8499  
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Counsel for Debtors